



HAYWOOD COUNTY CONTRACT CONTROL SHEET

Date to Legal

05/23/2019

Contract Information	Title	Inmate Telephone General Service Agreement			
	Purpose	Service Agreement			
	Vendor Name	Combined Public Communications			
	Vendor Address	Street 100 Aqua Drive	City Cold Spring	State KY	Zip 41076
	Vendor Contact	Name Lora Purdue	Phone 859-640-8509	Fax	Email lpardue@combinedpublic.com
	Department	Dept Detention	Contact Captain Glen Malayabas	Phone 828-358-2854	
Funding Information					Contract/Agreement Details
<input type="checkbox"/>	Federal Grantor	% CFDA #			Contract/Agreement for: <input checked="" type="checkbox"/> Service <input type="checkbox"/> Equipment <input type="checkbox"/> Other
<input type="checkbox"/>	State Grantor	% Local Funds			Contract/Agreement is: <input type="checkbox"/> New
<input type="checkbox"/>	Other	% 100			Renewal: Original # is 2015
Accounts/Payment Information					Amendment: Original # is
Fund	Department	Object 443890	Project	Total FY \$	Contract/Agreement Dates July 1, 2015 through June 30, 2022
110070	Detention			Revenue	Effective Date July 1, 2015
					Termination Notice Date 60 Days
					Expiration Date June 30, 2022
					Destroy Date After 3 Years
					Does period exceed 12 months or extend beyond end of fiscal year (June 30)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Comments or Special Instructions					

Acct: 110070-443890

Department Director Signature			Date 05/22/2019
Approval Section			
Entity	Signature	Date	
County Attorney approved as to form		05/22/2019	
Information Technology (technology products/services review)		06.04.19	
Finance Director for Pre-Audit Certification		01/12/18	
County Manager for Signature		05/22/19	
Clerk, Board of Commissioners (Attest and/or Notarize)		05/22/19	
Contract Control Number			201967

**ADDITIONAL HAYWOOD COUNTY CONTRACT TERMS/CONDITIONS AND
SIGNATURE PAGE**

NON APPROPRIATION

If funds are not appropriated during the term of this Agreement for this agreement, and there are no other available funds with which payment can be made, this agreement is terminated on the last day of the fiscal period for which appropriations were received without penalty or expense.

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. Chapter 147, Article 6E

As of the date listed below, the vendor or bidder listed below is not listed on the Final Divestment List created by the State Treasurer pursuant to the applicable provisions of Chapter 147, Article 6E of the N.C.G.S. The undersigned certifies that he or she is authorized by the vendor or bidder listed below to make the foregoing statement.

NOTE: N.C.G.S Chapter 147, Article 6E requires this certification for bids or contracts with the various governmental entities of North Carolina, including counties. The certification is required when a bid is submitted, when a contract is entered into, and when a contract is renewed or assigned. No vendor may utilize any subcontractor found on the State Treasurer's Final Divestment List. The List is updated every 180 days, and can be found at www.nc treasurer.com/iran

NORTH CAROLINA E-VERIFY CERTIFICATION

APPLICABILITY: Pursuant to North Carolina General Statute 64-25, the certification is applicable for all contracts entered into by Haywood County, except contracts solely for the purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in N.C.G.S. §143-133.3, piggy-back contracts, and travel purchases.

CERTIFICATION: By signing and entering into this contract with Haywood County, I hereby certify that I comply with E-Verify, the Federal program used to verify the work authorization of newly hired employees. I certify compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes. If applicable, I am also certifying that any subcontractor hired or used by me will comply with E-Verify.

ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE

I hereby certify that I comply with all applicable federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act

UNIFORM GUIDANCE ("UG") REQUIRED CONTRACT PROVISIONS

Uniform Guidance ("UG") is a set of uniform standards for contracts involving the award/expenditure of certain federal monies. If the UG requirements are not applicable, the UG provisions do not apply, unless specifically stated so in the contract.

NOTE: BY SIGNING THE HAYWOOD COUNTY SIGNATURE PAGE, YOU AGREE TO FOLLOW THE ATTACHED TERMS AND CONDITIONS, TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE.

VENDOR

Vendor Name: Combined Public Communications
By: Patricia Enf Title: President
Date: 5/21/19

HAYWOOD COUNTY

By: Bonnie J. Jones
County Manager
Date: 6/14/19

ATTEST:

Elizabeth C. Way
Clerk to the Board/Deputy Clerk to the Board

APPROVED AS TO FORM:

John S. H.

County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget Act.

J. C. Way
Finance Director

Uniform Guidance ("UG") Required Contract Provisions

APPLICABILITY: UG is a set of uniform standards for award and expenditure of federal financial assistance, and applies to the purchase of apparatus, supplies, equipment, materials, services, construction and repair, and engineering architectural services. See 2 CFR Part 200. Provided that these standards are applicable to you, by signing this signature page, you are certifying that your organization meets these requirements and that this certification, with the statutory references incorporated into each certification, on its face constitutes the "provision for compliance" for any paragraphs requiring such provision or other similar required statement, terms, or requirements. Haywood County is also required to be bound by such provisions. As the UG requires that any more stringent state law or local ordinance/policy supersedes these certifications, such state or local contractual references supersedes the requirements below, to the extent that the state or local provisions are more stringent than the federal requirements.

If the service provided under the contract is not covered by the UG, signing the contract signature page will not bind the parties to these requirements, unless if specified in the contract. See generally <https://www.ecfr.gov/cgi-bin/text-idx?SID=04e61f4e0a8317140a9.ec150bb2ac195&mc=true&node=pt2.1.200&rgn=div5#ap2.1.200.1521.ii>

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Ex. Order 11375, "Amending Ex. Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Cope Land "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of

\$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

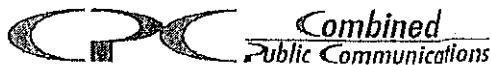
(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Ex. Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Ex. Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Ex. Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014



Amendment A

WHEREAS, this Amendment relates to the Inmate Telephone Service Agreement originally entered into by the Haywood County Sheriff's Office (Customer) and Combined Public Communications (CPC), with a commencement date of June 13th, 2015.

WHEREAS, Customer and Combined Public Communications (CPC), wish to amend the agreement.

NOW THEREFORE, the parties to this Agreement do agree as follows:

1. At no additional cost, CPC will provide the Customer with the CPC Investigator's Toolbox (CPC-ITB). In exchange for providing CPC-ITB, both parties will agree to extend the initial term of forty-eight (48) months by an additional thirty-six (36) months. The initial term will end on June 13th, 2022. Agreement Renewal shall occur based on the terms described in the original agreement.
2. CPC shall be the exclusive provider of existing and future related inmate communications and personal inmate communication devices which include but not limited to voice, data and video. Voice includes phone calls, data includes messaging and email; video includes video calls. CPC and customer agree that no other type of inmate personal communication device will be installed in the Jail for inmate use without written agreement between both parties. CPC agrees that Customer's current commissary provider can provide email and inmate tablets now and in the future.
3. This written Amendment shall constitute understanding of the parties and all prior agreements and understandings are merged herein. The Original Agreement and this Amendment shall not be modified, changed or altered in any respect except in writing signed by CPC and Customer.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

Haywood County Sheriff

A handwritten signature in black ink that appears to read "Greg Christopher".

Signature

Greg Christopher, Sheriff
Print Name, Title

Date

6/21/2018

Haywood County Board
of Commissioners

A handwritten signature in black ink that appears to read "J.W. Kirkpatrick, III".

Signature

J.W. Kirkpatrick, III
Print Name, Title
Chairman

Date

6/18/18

Combined Public
Communications

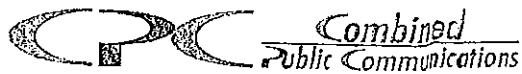
A handwritten signature in black ink that appears to read "Brett Rischman".

Signature

Brett Rischman, VP
Print Name, Title

Date

6/12/18



**Combined Public Communications
Inmate Telecommunications General Service Agreement**

Combined Public Communications (hereafter "CPC"), an Ohio corporation with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076, and The Sheriff of Haywood County with its principle place of business at 1620 Brown Ave. Waynesville, NC. 28786 (Customer), agree to enter into a contract for use and ownership of equipment and services; the terms and definitions of which are set forth herein in Appendices A & B as follows:

Purpose of Exclusive Contract:

Customer agrees that CPC shall be allowed to install CPC's Inmate Telecommunications System (ITS) in the Haywood County Detention Center located at 1620 Brown Avenue, Waynesville, NC 28786 and the Haywood County Detention Center (Annex) located at 201 Hemlock Street Waynesville, NC 28786. Said system shall be used by inmates to conduct local and long distances calls. CPC shall provide necessary equipment, hardware and software and shall be responsible for the repair, maintenance, upgrades/updates and replacements upon request of customer. This system will collect money, process calls, and manage prepayment by inmates in individualized accounts or by way of phone cards, for the placement of both local and long distance calls.

Service Agreement:

The initial term of this Agreement shall be from the effective date of the last signature and date for a period of 48 months, thereafter. Renewal shall occur based on a separate contract as set forth herein. All service, maintenance, repair, and replacement of equipment associated with the Inmate Telecommunications system will be the sole responsibility of CPC.

Agreement Renewal:

Customer shall have the right to renew this contract with the same exact unmodified terms and conditions upon written request. Written request shall be made no later than 30 days prior to expiration of this agreement. The controlling date shall be the date of last signature date with an option to renew upon the same terms and conditions as set forth herein at the discretion of the parties hereto.

CPC Equipment:

The Inmate Telecommunications system and all associated equipment installed under this agreement will remain the sole and exclusive property of CPC. Customer will promptly report to CPC misuse, destruction, or vandalism of the system or telephones. Customer will not use the Inmate Telecommunications system for Customer's business purposes nor list or advertise in any manner the telephone numbers of the Inmate Telecommunications system without the prior written consent of CPC.

Ownership:

The ITS and associated equipment, shall be the sole and exclusive property of CPC.

KIOSK and/or Vending Machine:

CPC shall provide a Kiosk or vending machine accessible to inmates at a location within the detention facility, to be agreed upon by the parties to the agreement. CPC shall maintain, service, stock, and repair said machines in a timely manner.

Software License:

CPC conveys to customer a personal, exclusive, license to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The provided Software shall include any upgrades, modifications, updates, and additions to existing features that are implemented at CPC's discretion, with no additional cost to customer. CPC shall not be liable with regard to any Software that customer uses in a prohibited manner.

Customer Access to Equipment and Reports:

Customer shall have access to the ITS. The ITS is password protected, allowing Customer's staff to monitor / record calls and run detailed call reports. Call detail reports will be stored off site at a secure CPC location. CPC technicians, known to Customer, will train Customer's authorized staff on the usage of the system. Authorized users shall have 24 hour access online to the ITS for the purpose of retrieving or reviewing data.

Commission:

Commissions shall be distributed on a monthly basis. The amount shall be calculated on proceeds after costs and taxes as follows: Collect Calling: Fifty percent (50%) of talk time used, Prepaid Calling: Fifty percent (50%) of talk time used; this includes direct pay and all prepaid revenue streams which include: prepaid talk time sold over the phone from CPC's business office, prepaid talk time sold through the web site www.inmatesales.com, prepaid PIN debit from a KIOSK, prepaid calling cards sold from the jail commissary and prepaid calling cards from a vending machine or KIOSK. Additionally, any new prepaid calling revenue will be paid out in commission throughout the life of the Agreement.

Video Visitation:

CPC will upgrade Customer's video visitation system with our proprietary CPC Vision product as described in the proposal to Haywood County. Said system is valued at \$57,970.00; and CPC will institute a \$0.25 technology fee on the first minute of each prepaid intrastate (in-state) call to pay for said system. The technology fee is non-commissionable to the Customer and will remain in place for the agreement term. Said system shall become the property of the Customer at the end of the agreement term, when the above stated cost, based on the set forth calculation, is recovered in full. Until that time, CPC shall maintain, repair and replace said system during the term of the contract. In the event that any law or regulation prevents CPC from charging said recovery fee and paying commissions to Customer during the agreement term; Customer shall not be liable for repaying any remaining balance owed on the Video Visitation system.

Additional Compensation

CPC will install and maintain for the life of this agreement, the video visitation system detailed herein. Should Customer terminate this agreement for any reason prior to the expiration date, Customer agrees to pay CPC the prorated value based on the full value of the CPC Vision Video Visitation system of fifty seven thousand nine hundred seventy (\$57,970) for the unfulfilled Agreement term. Customer agrees to pay the prorated value of said system within thirty (30) days of termination.

Automated Phone Attendant

CPC will provide an automated general informational based service for friends and family valued at \$16,560.00 for the life of the contract.

Courtesy Calling Cards:

As a courtesy, if requested, CPC will provide monthly, complementary calling cards that permit local and long distance calling within the United States. International dialing is not included in the complementary calling cards. The number of prepaid calling cards will be allocated monthly and based upon the average number of bookings per month; the number of complementary calling cards may be adjusted at CPC's discretion, depending upon the jail's needs.

Taxes, Regulatory & Network Fees:

Taxes, regulatory, recovery / service and network costs are deducted from the total gross revenue prior to any disbursements to customer.



Calling Rates:

CPC will charge telephone rates allowed by tariff, if applicable. The rates may be amended by CPC and the customer.

Liability:

CPC will have no liability for damage to Customer's premises from the installation, use or removal of the inmate telecommunications system or associated equipment unless such damage is the result of negligence of CPC agents or employees.

Indemnification:

As further consideration for this agreement for installation of inmate telephones in the jail, CPC hereby agrees to indemnify and hold harmless the Customer in any and all claims arising by reason of allegations of excessive charges in violation of any state or federal statute or regulatory ruling. In the event of future legislation or administrative regulation materially alters the charges which may be made by CPC, CPC agrees to abide by any such statute or ruling and bring their conduct of charges into compliance with said authority. In the event that any future legislation or administrative regulation materially alters the terms of this agreement, this Agreement shall, at the option of either party, be subject to modification, or cancellation between the parties.

Regulatory Changes:

In the event that new and/or revised government regulations prevent CPC from providing commission or services to the Customer, CPC will have the right to renegotiate this Agreement with the Customer.

Uncontrollable Circumstances:

CPC reserves the right to renegotiate this Agreement if circumstances arise outside our control related to acts of God, change in call rates, regulations, operations mandated by law, reduction in inmate population or capacity, material changes in jail policy or economic conditions.

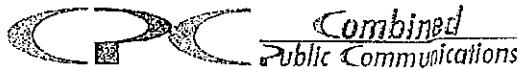
Maintenance and Repair

CPC, upon reasonable notice to the customer, may remove or replace the inmate telecommunications system or associated equipment from any given location when damage to the system or associated equipment, whether by vandalism or otherwise, warrants removal. CPC, with the consent of Customer, may adjust the number of inmate telephones at the premise when in CPC's judgment the revenue generated by the existing inmate telephones warrants such adjustments.

Default and or Termination

Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure shall continue for a period of thirty (30) days after written notice to the defaulting party of said failure is given. In the event any governmental tariff or regulation prevents CPC from providing services or such tariffs or regulations make continuation of this agreement impractical for economic reasons or otherwise, then either party, at its sole discretion may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow CPC access to the facility in order to remove all equipment, including but not limited to inmate telephones and all associated equipment. CPC agrees to remove the equipment within thirty days after termination of this Agreement.

If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies



available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default.

Resolution of Disputes

Any and all disputes arising under this agreement shall be brought in a court in Haywood County, NC. By consent of the parties, venue for this Contract shall be Haywood County, NC.

Authority to Represent

Each party to this Agreement warrants and represents that they have the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the system and equipment as set forth herein.

Furthermore, signing this document confirms to CPC that the detention facility described herein is not under a contract with any other inmate telephone provider. The undersigned has the authority and hereby directs Combined Public Communications to install their inmate telephone system.

The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the 13 day of July, 2015 (the Commencement date). Any and all previous contracts and agreements entered into between these parties are null and void.

Signed this 18th day of June 2015.

Customer

CPC

By:

Mark Swanger

By:

E. H.

Chairman

Signature

Haywood County Board of Commissioners

Mark Swanger, Chairman

Ed Bush, Corp. Rep.

Print Name and Title

Print Name and Title

By:

Greg Christopher

Sheriff, Haywood County

Greg Christopher, Sheriff

Print Name and Title

Appendix A

Equipment:

Inmate Telephone System

DESCRIPTION:

Inmate Telephone System (ITS): The Inmate Telephone System (ITS) is a centralize VoIP based solution that will allow inmates to complete calls without live operator assistance. In addition, the ITS allows authorized users to monitor and record inmate calls, prevent monitoring and recording of calls deemed "private" such as but not limited to attorney client calls, clergy calls, or other calls as approved and implemented by The Sheriff of Haywood County. Private number settings allow authorized users to mark calls to prohibit monitor or record features. Authorized users may also limit the duration of each call to a certain period, maintain call detail records, and in accordance with CPC standard practices and automatically disable and enable calls. CPC is responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions.

Video Visitation

DESCRIPTION:

Video Visitation System: The CPC Vision Video Visitation system is a complete Video Visitation system allowing inmates to visit with friends and family through video visitation units installed directly in the inmate housing pods. The CPC Vision system will include nineteen (19) CPC Vision Video terminals, one (1) CPC vision portable visitation unit, one (1) server, one (1) control workstation, one (1) ups battery backup system, onsite training of all authorized personnel, redundant offline storage of visitation recordings, and maintenance of all CPC Vision hardware and software for the full term of this agreement. The ITS and Video Visitation system will be installed at the facilities specified in the following table:

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Haywood County Detention Center 1620 Brown Avenue Waynesville, NC 28786	ITS	50%	Gross Talk Time Usage	1620 Brown Avenue Waynesville, NC 28786
Haywood County Detention Center (Annex) 201 Hemlock Street Waynesville, NC 28786	ITS	50%	Gross Talk Time Usage	1620 Brown Avenue Waynesville, NC 28786



COMPENSATION:

Collect Calls. CPC will pay fifty percent (50%) monthly commission based on the Gross Talk-time usage of all collect calls, placed from the facilities listed above.

Pre-Paid Calls. CPC will pay fifty percent (50%) monthly commission based on the Gross Talk-time usage of all pre-paid calls, placed from the facilities listed above.

"Gross Revenues" defined as all calls placed through the ITS, billed at the rates authorized under this agreement, as accepted by The Sheriff of Haywood County. Pursuant to herein, call detail records will be available for all calls placed through the ITS. Regulatory fees such as federal, state and local charges, taxes, transaction fees or other ancillary charges billed by non-LEC third parties, are excluded from commission calculations. CPC will remit monthly commission payments on or before the 30th day of the following calendar month in which the calls were made. All Commission payments shall be final and binding unless a written objection is received within thirty (30) days after the payment date. **NOTE: Commissions are paid one-month in arrears and are not subject to retro-active payments or adjustments for notice delays.**

FACILITY MANAGER SOFTWARE

DESCRIPTION:

ITS User Interface. CPC will install and maintain the "Facility Manager" Software ICON added to all authorized user desktops for access to the Facility Manager.

SERVICE LEVEL AGREEMENT

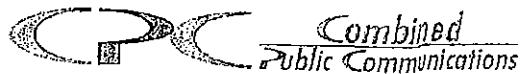
Our service level agreement includes:

An individual phone outage:	24 hours
Section of the building outage:	4 hours
Complete system wide outage:	2 hours

Outage Alerts & Reporting; Technical Support. CPC has a network monitoring platform which monitors all devices located both at CPC's data centers and at each facility. In the event that a device stops responding all together or there is an error detected in the operation of the device CPC's IT department and technicians are immediately notified via wireless service.

The CPC customer service and support center offers a 24/7/365 telephone access using a local or toll free number plus an email address for full maintenance and support of all inmate phones and workstations. All service requests result in an immediate trouble ticket generation with severity level assignment. CPC trouble tickets track all activities related to the service call, including resolution time and method.

CPC's inmate telephone switch has an in-depth alarm system that monitors individual switch services and notifies CPC's IT department immediately via email. In the event of a service affecting outage, CPC will notify the facility within 15 minutes. If there is an outage for some reason CPC notifies the jail immediately and informs jail staff of the situation and time frame of service disruption.



2. Priority Classifications. Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

"Level 1"	The highest service level, occurring when 30% or more of system functionality is adversely affected by the system event.
"Level 2"	Defined as 5% - 29% of system functionality is adversely affected by the system event.
"Level 3"	Defined as less than 5% of system functionality is adversely affected by the system event

3. Response Times. After receipt of notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	4 hours
Priority 3	24 hours

4. Performance of Service. All system monitoring and support, and any and all repairs will be performed at CPC's expense during the term of the Service Agreement and CPC technicians are responsible for all service and maintenance throughout the term of the Service Agreement.

5. Escalation Contact: CPC has established standard response times and service levels that accomplish our key objective of achieving the highest level of service. Each service query will be assigned priority levels upon contact from Haywood County. Each level has a resolution and escalation timeline. The CPC technician performs the initial diagnosis and isolation, resolving many items during the first call. When a query is received, the CPC technician uses proper procedures to determine the problem. If a problem is found, the reason is determined and either immediately resolved or the technician engages the appropriate party for problem resolution. In the unlikely event service and/or response time is unacceptable to Haywood County administration you may contact the director of field support directly:

Name: Ted Wiechman
Organization: Combined Public Communications
Address: 100 Aqua Drive - Cold Spring, Kentucky 41076
Email address: twiechman@combinedpublic.com
Office: (859) 547-5455
Cell: (513) 608-7101

6. Notice of Resolution. After receiving internal notification that a Level One System Event has been resolved, a technician will contact Haywood County to confirm resolution. For a Level 2 or 3 System Events, a member of our customer satisfaction team will confirm issue resolution.

7. Monitoring. CPC monitors the back office and validation systems 24 hours a day, seven days a week.

8. Required Isolated Circuit and Receptacles. Haywood County will be responsible for providing a dedicated isolated circuit and receptacles for use in connection with the Video Visitation equipment. Upon request CPC will provide power specifications for all installed equipment. If Haywood County is

unable to provide adequate power receptacles, CPC will provide the required receptacles on a time and materials basis at the sub-contracted current billing rates. CPC will not be responsible for any delay caused by Haywood County's inability to provide adequate isolated power receptacles.

CPC PREPAID ACCOUNT OPTIONS

DESCRIPTION:

CPC will provide 3 types of pre-paid calling options for inmates to securely connect with friends & family. The prepaid account options are as follows:

- Direct Pay Account - Accounts set up by family and friends. The inmate can only call specific numbers.
- PIN Debit Inmate Account – The family and friends place funds against the inmates PIN. The inmate can call any number.
- Prepaid card calling - The inmate or family and friends purchase a calling card. The inmate can call any number.

CALLING RATES

Provider will charge the following rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

Calling Options	Rates
Direct Pay	
Local Calls	\$.20 per minute
Toll & Long Distance In State Calls	\$.20 per minute
Long Distance Out of State	\$.20 per minute
Calling Card	Recess
Local Calls	\$.20 per minute
Toll & Long Distance In State Calls	\$.20 per minute
Long Distance Out of State	\$.20 per minute
International Calls, Calling Card Only	Starts at \$1.00 per minute varies per country
Collect Call Options	Collect Call Rates
Local Calls	\$1.71 Flat Rate
Toll & Long Distance In State Calls	\$2.50 (10 Minutes) + \$.25 each add.
Long Distance Out of State	\$2.50 (10 Minutes) + \$.25 each add.

Appendix B

Terms & Definitions

- I. CPC - Combined Public Communications - an Ohio corporation with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076
- II. Customer - "The Sheriff of Haywood County" with its principle place of business at 1620 Brown Ave, Waynesville, NC 28786
- III. CPC Equipment – Inmate Telephone System, Kiosk, and Video Visitation equipment consisting of inmate telephones, visit phones, Video Visitation server, Video Visitation terminals, control workstation, and CPC installed cabling.
- IV. Video Visitation: CPC will upgrade Customer's video visitation system with our proprietary CPC Vision product as described in the proposal to Haywood County. Said system is valued at \$57,970.00; and CPC will institute a \$0.25 technology recovery fee on the first minute of each intrastate (in-state) call to pay for said system. The recovery fee is non-commissionable revenue to Customer and will remain in place for the agreement term. Said Video Visitation system shall become the property of the Customer at the end of the agreement term, when the above stated cost, based on the set forth calculation, is recovered in full. Until that time, CPC shall maintain, repair and replace said system during the term of the contract. If replacement is required, Customer shall receive a credit dollar for dollar for the prior system, which shall be calculated to determine the remainder cost. In the event that any law or regulation prevents CPC from charging said recovery fee and paying commissions to Customer during the agreement term; Customer shall not be liable for repaying any remaining balance owed on the Video Visitation system.
- V. Automated Phone Attendant -- Automated general Informational based service valued at \$16,560.00 for the life of the contract.
- VI. Complimentary Calling Cards - calling cards for complementary talk time that permit local and long distance calling within the United States. (International dialing is not included in the complementary calling cards.)
- VII. Commission rate based on gross revenue (defined as revenue on all local and long distance calls), guaranteed minimum and projected revenue to the Haywood County Detention Center for a four (4) year term and all fees and surcharges assessed.
- VIII. Total gross billings - defined as total calls placed on or through the Inmate Telephone System, billed at the rates authorized under Vendor's bid, as accepted by the County or as subsequently modified pursuant to the bid specifications. Pursuant to herein, call detail records must be provided for all calls placed on or through the Inmate Telephone System
- IX. Talk time usage = prepaid talk time sold over the phone from CPC's call center, prepaid talk time sold through the website (www.inmatesales.com), prepaid PIN debit and direct pay from a KIOSK, optional prepaid calling cards printed on demand from the facility; additionally, any new talk time revenue will be paid out in commission throughout the life of the Agreement.



Combined Public
Communications

Combined Public Communications
Presents this Proposal to:

Haywood County
Sheriff's Office



CPC
Investigator's
Toolbox



Submitted By:

Ed Benson

(828) 553-9327

ebenson@combinedpublic.com



CPC Investigator's Toolbox



Covert Enrollment - The voice print is created without the inmate's knowledge, requiring no voice verification enrollment process.



Detailed Call Searching - Allows investigators to search calls based on a wide variety of criteria.



Identify PIN Sharing Events - The system recognizes when an inmate is making a call by using a different inmate's PIN number.



Identify Multi-Speaker Events - The system will recognize when more than one inmate is speaking on a call.



Visual Link Analysis - Shows a visual representation of an inmate's connections.



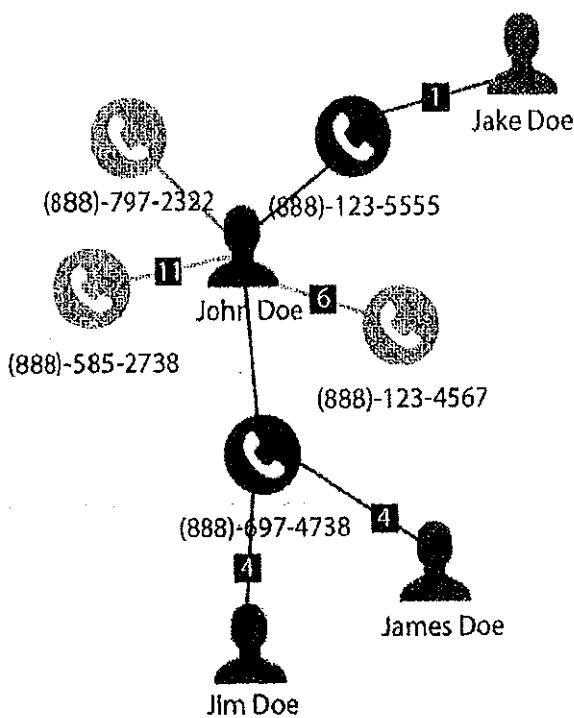
Best Known Name and Address Tool - When available, the system will show the contact information associated with the called phone number.

Voice Print Technology

The system uses voice print technology to continuously identify the voices of all inmates on a call. The system is able to analyze speech from any source, in multiple languages.

Visual Link Analysis

The system features a Visual Link Analysis that shows a visual web representation of an inmate's connections. Inmate relationships with other inmates, along with called phone numbers are depicted in this visual tool.



Positive ID: All calls from inmate pin to destination number are the target inmate



Pin Sharing: At least one call from inmate pin to destination number is not the target inmate



Multi Speaker: At least one call from inmate PIN to destination number contains target inmate and at least one other inmate



PIN sharing / Multi Speaker: Calls from inmate PIN to destination number contain bot, calls without target inmate and calls where the target inmate plus at least 1 more inmate appear

Best Known Name and Address Tool (BKNA)

The Best-Known Name and Address (BKNA) Tool that identifies (when possible) the owner of the called telephone number.

Dialed Number: (888)-697-4736

Contact Information

John Doe
100 Aqua Drive
Cold Spring KY, 41076
United States